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**swer for Debt of a Contractor to Subcontractor Held Properly Refused.**—In a subcontractor's action against owner, where the evidence presented a question as to whether owner's oral promise to subcontractor was an independent one, or a promise to answer for the default of the contractor, instruction that, if the jury believed that the owner promised to see that plaintiff was paid for the work in question, and that the object of the promise was to subserve some pecuniary or business purpose of said owner, involving either a benefit to himself or damage to the subcontractors, his promise was not within the statute, they should find for the plaintiff, was properly refused.

[Ed. Note.—For other cases, see 6 Va.-W. Va. Enc. Dig. 519.]

Error to Circuit Court of City of Norfolk.

Action by S. H. Way against B. Baydush to foreclose a mechanic's lien. Verdict for the defendant, and the plaintiff brings error. Reversed, and remanded for new trial.

*Thos. W. Shelton and Alfred Anderson*, both of Norfolk, for plaintiff in error.

*Willcox, Cooke & Willcox*, of Norfolk, for defendant in error.

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CREASY *v.* COMMONWEALTH.

June 15, 1922.

[112 S. E. 615-6.]

**1. Intoxicating Liquors (§ 236 (20)\*)—Evidence Held Sufficient to Warrant Conviction for Transporting.**—In a prosecution for unlawfully transporting whisky, evidence held sufficient to warrant conviction.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 34.]

**2. Criminal Law (§ 1159 (4)\*)—Verdict Settles Question of Credibility of Witnesses.**—Where a liquor prosecution turned upon the question of credibility of witnesses, the verdict of conviction settled such question, and the reviewing court must accept as true the evidence believed by the jury.

[Ed. Note.—For other cases, see 8 Va.-W. Va. Enc. Dig. 34.]

Error to Circuit Court, Bedford County.

Buford Creasy was convicted of unlawfully transporting whisky, and brings error. Affirmed.

*Nelson Sale*, of Bedford City, for plaintiff in error.

*John R. Saunders, Atty. Gen.*, and *J. D. Hank, Jr., Asst. Atty. Gen.*, for the Commonwealth.

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\*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.